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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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EXAMINER


NGUYEN, CUONG H

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 08/17/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No. 09/814,682	Applicant(s) ZACCARIA ET AL.	
	Examiner CUONG H. NGUYEN	Art Unit 3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 12 April 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-38 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-38 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This Office Action is the answer to the amendment received on 4/12/2004, which paper has been placed of records in the file.

Response to Arguments

2. The rejection of claims 1-25 under 35 U.S.C. 101 are maintained because the claimed process neither (1) results in a physical transformation outside the computer nor (2) is limited to a practical application within the technological arts. See MPEP 2106 IV. B. 2. (b) on page 2100-15. For example, the three steps recited in claim 1 (i.e., designating at least one factor, designating a compensation, and establishing a relationship) are abstract concepts that are not within the technological arts and the performance of which does not result in a physical transformation of anything. Furthermore, adding the phrase "computer related" to the preamble does not cure this defect because it does not specify the extent or manner of computer activity in the claim. To be statutory, the method must include steps that provide a functional interrelationship between the subject matter of the invention and the way in which computer processes are performed. See MPEP 2106 IV B 1 (b) on page 2100-13. For example, the claim would be statutory if it were drawn to performing steps via a computer program which resulted in the creation of an insurance policy having certain characteristics. An insurance policy is "a useful, concrete, and tangible result" of performing the method steps required to create it.

The examiner disagrees with the attorney's arguments on pages 2 and 3 because the method steps in the pending claims (rejected under 35 U.S.C. 101)

do not produce a useful, concrete, and tangible result because they do not involve the manipulation of anything tangible; furthermore, they do not result in anything tangible. In addition, contrary to the statements in the second full paragraph on page 3 of the reply, 35 U.S.C. 101 does not explicitly set forth that methods for insuring risks in a restructured energy industry are patent-eligible subject matter.

On page 12, para.4 of the argument (submitted on 4/12/04), the claims previously might be allowed by the Examiner because at that time, technological art in business methods might not be thought as a requirement of 35 USC 101 condition; the examiner regrets for that confusion.

3. The examiner further clarifies 35 USC 101 rejections based on lacking of technological art in pending claims 1-25; and submit rejections for claims 1, 26 under 35 U.S.C. 103(a) over the "Journal of Commerce" article by Francine Brevetti titled "Nuclear Power Plants Soon Will Have Two Cover Choices,".

On page 18, para. 6-7 of the argument (submitted on 4/12/04), the applicants argue about an internal document that should not be considered a "published" document at CIGNA (author is E. Zaccaria). This is only effective if Mr. E. Zaccaria is still with CIGNA at the time of invention (i.e., CIGNA is an assignee); in this case, the "public" from CIGNA's community have known about Mr. Zaccaria's idea of that invention in 1998 (Mr. Zaccaria is now with Ace, Ltd., an assignee of this pending invention – a different company/assignee compared to CIGNA).

On page 17, 3rd para. of the argument (submitted on 4/12/04), the applicants admit that IRMI is directed to a risk assessment, the examiner relied on this art because this is essential to a re-insurance method of the pending application.

Claim Rejections - 35 USC §101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requires of this title.

4. Claims **1-25** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The invention as recited in the claims is merely an abstract idea that is not within the technological arts. Mere abstract ideas that do not apply, involve, use the technological arts fail to promote the "progress of science and the useful arts" (i.e., the physical sciences as opposed to social sciences, for example) and therefore are found to be non-statutory subject matter.

Claimed invention (claims 1-25 are method claims) must be within the "technological arts" [**Bowman** (BPAI), 61 USPQ2d 1669, 6/12/2001].

Even mere recitation in the **preamble or mere suggestion** in the claim that a machine is performing some or all of the steps in the method is NOT ENOUGH to place claimed invention in the technological arts. The body of the claim must unambiguously recite that a machine/apparatus is performing the step(s) and/or is integrally involved in the process (i.e., a computer-implemented method) for the achieved effect (i.e., level of involvement, use, or advancement).

5. Practical Application in the Technological Arts:

When an invention is reduced to a practical application in the technological arts, the invention is statutory. Therefore, the claimed invention must produce a “useful, concrete and tangible result” (the pending claims satisfy this requirement); **and** the claimed invention must utilize technology in a non-trivial manner (i.e., the claim **MUST** include a limitation in the technological arts that enables a useful, concrete, and tangible result.

The phrase “technological arts” is synonymous with the phrase “useful arts” as it appears in Article I, Section 8 of the Constitution, In re **Waldbaum**, 173 USPQ 430 (CCPA 1972). For a claim to be statutory, it must be in the technological arts. In re **Musgrave**, 167 USPQ 280 (CCPA 1970) and In re Johnston, 183 USPQ 172 (CCPA 1974).

The technological arts inquiry must focus on whether the claimed subject matter is statutory. In re **Toma**, 197 USPQ 852 (CCPA 1978). In that case, **Toma** held “that the method of enabling a computer to translate natural languages in the technological arts, i.e., it is a method of operating a machine”.

6. Claims **1- 25** are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

The invention as recited in those pending claims is merely an abstract idea that is not within the technological arts. Mere ideas that do not positively apply the technological arts fail to promote the “progress of science and the useful arts” (i.e., the physical sciences as opposed to social sciences, for example) and therefore are found to be non-statutory subject matter. In the body of claims 1 - 25 must recite technology that positively contributing to each

claim's limitation. If the invention in the bodies of these claims are not tied to technological art, environment, or machine, the claim is not statutory. Ex parte **Bowman**, 61 USPQ2d 1665, 1671 (BD. Pat. App. & Inter. 2001) (Unpublished), even though **Bowman** is not precedential, Bowman is being cited for its analysis of whether the claim is in the technological arts; also note MPEP 2106 IV 2(b).

Merely nominal use of a computer system, albeit within the technological arts, does not confer statutory subject matter to an otherwise abstract idea if the computer does not affect or effect the underlying process.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this action

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 1, 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over the "Journal of Commerce" article by Francine Brevetti titled "Nuclear Power Plants Soon Will Have Two Cover Choices,"

A. Regarding claim 1, Francine Brevetti teaches a method for reducing risk in energy management.

The article discusses insuring nuclear power plants which are owned by electric power companies. Any of the discussed electric power companies is "said at least one of said parties assuming said risk," as required by claim 1. Any of the insurance companies mentioned in the article (e.g. Hartford Steam Boiler

Inspection Mutual Insurance) is "said at least one other party." The article states that the insurance program covers all outages, any one of which is a "qualifying event." Furthermore, each of the outages would involve a "factor associated with said supplying of electric power," such as a turbine generator. The purchasing of insurance by one of the power companies from an insurance company establishes a relationship, as required by the last paragraph of claim 1. In addition, the article discusses payments for partial losses, which payments are designated compensation as required in the third paragraph of claim 1. The article is silent regarding the use of a computer. However, it would have been obvious to use a computer because computers are well-known for their use in business, in general, and the insurance industry, in particular.

B. **Regarding claim 26**, Francine Brevetti teaches steps for generating a computer-readable medium to perform steps of claim 1.

Claim 26 is rejected as obvious over the same article of Francine Brevetti. Providing the claimed computer readable medium and the claimed computer executable instructions would have been obvious since such elements are standard in the insurance business and are directed to nothing more than establishing an insurance policy by means of a computer program.

8. Claims **26-38** are rejected under 35 U.S.C. 103(a) as being unpatentable over **"New CIGNA Power Products Unit"** in view of **Insurance Service Office, Denis Kane, Fitzgerald**, and further in view of **Rodda et al.**, and **Riegel et al.**

These claims represent obvious subject matter to one of ordinary skill in the art of a method being implemented on a computer-readable medium (e.g., a

floppy disk), and claims **1-25** are rejected on the same rationales and above references.

A. Re. To claim 26: It is directed to a computer-readable medium comprising computer-executable instructions for preparing a contingent benefit for reducing an electric power-related risk, comprising:

- instructions for designating data indicative of at least one factor associated with said supplying of electric power and for identifying if an unplanned failure to supply said electric power which occurs is a qualifying failure;
- instructions for designating data indicative of a compensation which will reduce said assumed risk if an un-planned at least partial failure to supply said electric power occurs and is determined to be a qualifying failure;
and
- instructions for generating a document associated with said contingent benefit.

The examiner submits that the following cited references obviously suggest above limitations, which are merely implemented into a floppy disk, e.g.:

- See "CIGNA Property & Casualty Launches **New CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para. 2, and 8-10; and pg.2 para.4.

- See "Business Interruption Boiler and Machinery Coverage" by **Insurance Service Office, Inc.**(1994), page XI.D.7.

- "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg. 3 Fig.2, page 5 Figs.1-2, & pg.4 Fig.1.

- **Fitzgerald**, "Not so risky business", Chemical Marketing Reporter (published on 7/15/1996), page 3, para.2-3.

- **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 282,284 (3rd edition, 1988); these pages suggest that an insurance covers only losses resulting from the suspension of destruction of the insured's operations caused by damage or destruction of property at the specified contingent business property locations.

- **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

It would have been obvious to one of ordinary skill in the art at the time of invention to implement a method of insurance a particular electrical power into a floppy disk with suggestions from "**New CIGNA Power Products Unit**", **Insurance Service Office**, **Denis Kane**, **Fitzgerald**, **Rodda** et al., and **Riegel** et al.'s references, because these information are specifically related in that electrical insurance endeavor for consultation, one **MUST** logically do in insurance business at least for efficiency and storage/retrieve purposes.

B. Re. To claim 27: The computer medium of claim 26, wherein said risk is a financial risk.

The examiner submits that any loss/gain would be more or less related to money. Therefore, for supplying of electrical utility, artisan would understand that money would be involved for a financial risk.

C. Re. To claim 28: The computer medium of claim 27, wherein said compensation comprises supplying substitute power.

The examiner submits that the following cited reference indicates above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power**

Products Unit", PR Newswire Association (7/27/1998); pg.1, para. 2, and 8-10; and pg.2 para.4.

D. Re. To claim 29: The computer medium of claim 27, wherein said compensation comprises financial compensation. The examiner submits that this limitation is obvious in insurance field since any compensation would relate to money after all (please note that time and energy are also money).

E. Re. To claim 30: The computer medium of claim 29, wherein said financial compensation is dependent upon a market price for replacement power.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power**

Products Unit", PR Newswire Association (7/27/1998); pg.1, para.8.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property – Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The examiner also submits that this limitation is obvious in insurance field which is a market-driven dependency; therefore one with skill in the art would know that replacement power would be based upon current market price for economic competitiveness.

F. Re. To claim 31: The computer medium of claim 30, wherein said financial compensation is dependent upon a price for supplied power.

It would be obvious for artisan to understand that a compensation is dependent upon a price of supplied power as in any insurance policy, that is price/financial cost is used for all calculations as cost units.

G. Re. To claim 32: The computer medium of claim 26, wherein said benefit conferring obligation caps said compensation provided. The examiner submits that this limitation is obvious in insurance fields, that is a benefit normally has its ceiling; it logically couldn't go pass that determined threshold benefit according to an insurance policy.

H. Re. To claim 33: The computer medium of claim 26, wherein at least one factor comprises a power capacity. This limitation is logically obvious because power capacities are normally taken into account in writing a policy about energy-supply insurance (e.g., insurance premium is different for a one-axis sedan compared to a two-axis one (4WD), or compared to a tractor).

I. Re. To claims 34-35: The computer medium of claim 33, wherein said at least one factor further comprises a power aggregate capacity deductible.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches **New CIGNA Power Products Unit**", PR Newswire Association (7/27/1998).
- See "**Business Interruption Boiler and Machinery Coverage**" (1997), page 286.
- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988):
- See **Riegel** et al., "Insurance Principles and Practices– Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

M. Re. To claim 38: The computer medium of claim 26, wherein the benefit conferring obligation is effective for a given time period.

This limitation is obvious because everything must has a limit; e.g., a check/coupon is only valid for a limit time; an insurance policy only is effective during a defined period wherein both sides agree to.

N. Re. To claim 15: The method of claim 1, wherein said party supplying electronic power is utility.

The examiner submits that the following cited reference indicates above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.8.

O. Re. To claim 16: The method of claim 1, wherein said a party supplying said electric power is a power re-marketer.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.8.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

P. Re. To claim 17: The method of claim 1, wherein an electric power supplier is a load aggregator.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.2, para. 4.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

Q. Re. To claim 18: The method of claim 1, wherein a qualifying event comprises a failure of electric power transmission.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.
- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.
- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).
- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

R. Re. To claim 19: The method of claim 1, wherein said qualifying event comprises a failure of electric power generation.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.7, and 9.
- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.
- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).
- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

S. Re. To claim 20: The method of claim 1, wherein said qualifying event comprises a failure to perform an underlying power supply contract.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.
- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.6 Fig.1.
- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).
- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

T. Re. To claim 21: The method of claim 1, wherein said qualifying event comprises a control area intervention.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.
- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988):
- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

U. Re. To claim 22: The method of claim 21, wherein an un-planned outage is associated with said qualifying event.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Fitzgerald**, "Not so risky business", Chemical Marketing Reporter (published on 7/15/1996), page 3, para.3.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The examiner submits that this limitation is also obvious because an un-planned power outage is reasonably and broadly in a same category of qualifying events already covers for insured purposes; therefore, claimed "un-planned outage" to be associated with a "qualifying event" is un-necessary and redundant for this invention.

V. Re. To claim 23: The method of claim 21, wherein an un-planned derate is associated with said qualifying event.

The examiner submits that the following cited references indicate above underlined limitation, e.g.:

- See "CIGNA Property & Casualty Launches New **CIGNA Power Products Unit**", PR Newswire Association (7/27/1998); pg.1, para.9.

- See "Spring, '98 the presentation slides in CIGNA 's seminar" by Denis **Kane** (President of Special Risk Facilities), pg.4 Fig.1.

- See **Rodda** et al., "Commercial Property Risk Management and Insurance – Vol I", pp. 24-26 & 280-286 (3rd edition, 1988).

- See **Riegel** et al., "Insurance Principles and Practices – Insurance of Property -- Fire", pp.536-537 & 542-543, Prentice-Hall, Inc. 1966.

The examiner also submits that this limitation is obvious because the un-planned derate is in a same category of qualifying events already covers the association of a qualifying event; therefore, claimed “un-planned derate” to be associated with a “qualifying event” is un-necessary and redundant for this invention.

X. Re. To claims 1, 12: The examiner submits that it contains similar claimed limitations of rejected claim **26**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

Y. Re. To claim 2: The examiner submits that it contains similar claimed limitations of rejected claim **27**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

Z. Re. To claim 3: The examiner submits that it contains similar claimed limitations of rejected claim **28**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AA. Re. To claim 4: The examiner submits that it contains similar claimed limitations of rejected claim **29**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AB. Re. To claim 5: The examiner submits that it contains similar claimed limitations of rejected claim **30**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AC. Re. To claim 6: The examiner submits that it contains similar claimed limitations of rejected claim **31**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AD. Re. To claim 7: The examiner submits that it contains similar claimed limitations of rejected claim **32**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AE. Re. To claim 8: The examiner submits that it contains similar claimed limitations of rejected claim **33**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AF. Re. To claim 9: The examiner submits that it contains similar claimed limitations of rejected claim **34**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AG. Re. To claim 10: The examiner submits that it contains similar claimed limitations of rejected claim **35**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AG. Re. To claim 11: The examiner submits that it contains similar claimed limitations of rejected claim **34**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AH. Re. To claim 12: The examiner submits that it contains similar claimed limitations of rejected claim **26**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AI. Re. To claim 13: The examiner submits that it contains similar claimed limitations of rejected claim **36**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AK. Re. To claim 14: The examiner submits that it contains similar claimed limitations of rejected claim **37**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AL. Re. To claim 15: The examiner submits that it obviously suggests a limitation in cited references for rejected claim **26** (an electric supplier is a utility power); therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AM. Re. To claim 24: The method of claim 1, wherein said establishing a relationship between a party assuming a risk and another party comprises establishing an insurance policy.

The examiner submits that it obviously contains similar claimed limitation of rejected claim **26**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

AN. Re. To claim 25: The examiner submits that it contains similar claimed limitations of rejected claim **38**; therefore, similar rationales and references are applied for 35 USC 103(a) rejections.

Conclusion

9. Claims 1-38 are not patentable. The request for reconsideration is not persuasive. Accordingly, THIS ACTION IS MADE FINAL. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in

37 CFR 1.136(a). A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

10. These following references are related to this invention:

- Andrew Webb, The rebirth of the power market, Derivatives Strategy, 5/1999, wherein CIGNA's PowerBacker product is discussed as a method of power reinsurance.
- From Dialog® File 583, acc. No. 0428063, Citicorp wins Venezuelan electricity deal, wherein a reinsurance deal covers for power stations, liabilities and breakdown of machinery.
- From Dialog® File 9, acc. No. 2345431, Developing a brand name (Ace Ltd (Bermuda) launched a global branding campaign; net premiums written in FY98 rose 12% from FY 97 to ..., wherein reinsurance operation for risk management of an electric company because of weather related outages... are discussed. Best's Review Property/Casualty Edition, v 99, n 9, p. 63+, Jan. 1999.

- Tom Kaiser, Energy risk managers warm to alternative methods, wherein a concept of reinsurance is discussed, Risk Management, v43n6, pp. 54-59, June 1996.
- Luchs et al., (US Pat. 4,831,526), disclose about computerized insurance premium quote request and policy issuance system. This reference doesn't discuss about methods for insuring risks in a restructured energy industry, and computer-implemented systems for generating an insurance policy for insuring against such risks.
- From Dialog File 624, acc. No. 00959494, CIGNA announces products to insure against price swings in power market, Global Power Report, 8/07/1998.
- From Dialog File 813, acc. No. 1315167, CIGNA Property & Casualty Launches New CIGNA Power Products Unit, Global Power Report, 7/27/1998.

11. Any inquiry concerning this communication or earlier communications from the examiner should be directed to CUONG H. NGUYEN whose number is 703-305-4553. The examiner can normally be reached on 7am-3:30 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's acting supervisor, JEFFREY A. SMITH can be reached on 703-308-3588. The fax phone number for the organization where this application or proceeding is assigned is 703-305-7687/703-746-5572.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist - 703-308-1113.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197.

Please provide support, with page and line numbers, for any amended or new claim in an effort to help advance prosecution; otherwise any new claim language that is introduced in an amended or new claim may be considered as new matter, especially if the Application is a Jumbo Application.

Cuong H. Nguyen

CHN

CUONG H. NGUYEN
Primary Examiner
Art Unit 3625